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2011 JUL 13 PM 3:55  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

7 Attorneys for Defendants Code Rebel,  
8 LLC and Arben Kryeziu

9  
10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 AQUA CONNECT, a Nevada  
13 Corporation,

14 Plaintiff,

15 vs.

16  
17 CODE REBEL, LLC, a Hawaii Limited  
18 Liability Company; ARBEN KRYEZIU,  
an individual; VLADIMIR BICKOV,  
19 and DOES 1 through 300  
inclusive,

20 Defendants.

1  
2 CASE 1-5764 RSWL  
3 (MANA)

4  
5 **NOTICE OF REMOVAL TO THE**  
6 **UNITED STATES DISTRICT**  
7 **COURT FOR THE CENTRAL**  
8 **DISTRICT OF CALIFORNIA**  
9 **UNDER 28 USC § 1441(a)**  
10 **[DIVERSITY OF CITIZENSHIP]**

1 TO THE JUDGES AND CLERK OF THE UNITED STATES DISTRICT  
2 COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:

3 This notice of removal of Defendants Code Rebel, LLC and Arben Kryeziu  
4 (collectively, the “Defendants”) respectfully shows:

5 1. The parties are of diverse citizenship and that the matter in controversy  
6 exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

7 2. On May 25, 2011, Plaintiff Aqua Connect, Inc. (“Aqua Connect” or  
8 “Plaintiff”) commenced an action against Defendants by filing a complaint in the  
9 Superior Court of California, County of Los Angeles, Case No. BC462337, entitled  
10 *Aqua Connect, Inc. v. Code Rebel, LLC, et al.* (the “Complaint”).

11 3. On June 6, 2011, a summons and the Complaint were personally served,  
12 in the State of Hawaii, on an agent of Defendants. Copies of the summons and  
13 Complaint are attached to this notice as Exhibit A. No further proceedings have been  
14 had in the state court action.

15 4. That Complaint stated, in relevant part:

16 a. “Plaintiff is, and at all times mentioned in this Complaint was a  
17 Nevada Corporation with its principal place of business in Los  
18 Angele County, California.” Complaint, ¶1.

19 b. “Upon information and belief, Defendant Code Rebel, LLC (“Code  
20 Rebel”) is a Hawaii limited liability company with its principal place  
21 of business in Hawaii.” Complaint, ¶2.

22 c. “Upon information and belief, Defendant Arben Kryeziu is, and at all  
23 times mentioned in this Complaint was, a resident of Hawaii.”  
24 Complaint, ¶3.

25 d. “Upon information and belief, Defendant Vladimir Bickov is, and at  
26 all times mentioned in this Complaint was, a resident of Russia.”  
27 Complaint, ¶4.

28 Thus, under Ninth Circuit authority, the “four corners of the” Complaint did not

1 provide the facts supporting removal on the face of the Complaint, as Plaintiff did  
 2 not allege the domicile or citizenship of the named defendants, merely their  
 3 purported residences. *See Harris v. Bankers Life & Cas. Co.*, 425 F.3d 689, 694 (9th  
 4 Cir. 2005) (“(N)otice of removability under § 1446(b) is determined through  
 5 examination of the four corners of the applicable pleadings, not through subjective  
 6 knowledge or a duty to make further inquiry”).

7       5. In *Harris, supra*, 425 F.3d at 690-691, the Court held “that the ‘thirty  
 8 day time period [for removal] ... starts to run from defendant’s receipt of the initial  
 9 pleading only when that pleading affirmatively reveals on its face’ the facts  
 10 necessary for federal court jurisdiction.” *Id.*, citing *Chapman v. Powermatic, Inc.*,  
 11 969 F.2d 160, 163 (5th Cir.1992); and *Lovern v. General Motors Corp.*, 121 F.3d  
 12 160, 162 (4th Cir.1997).

13       6. In this case the initial pleading, the Plaintiff’s Complaint, alleges the  
 14 residence of Defendant Vladimir Bickov (in Russia), but not his domicile or  
 15 citizenship, thereby failing to start the thirty day time period. A defendant does not  
 16 have a duty to make further inquiry if the initial pleading is indeterminate as to  
 17 removability. *Harris*, 425 F.3d at 697.

18       7. Similarly, Plaintiff’s Complaint alleges the state of incorporation and  
 19 principal place of business of Defendant Code Rebel, LLC to be Hawaii, but makes  
 20 no allegations regarding the citizenship of that entity or that limited liability  
 21 company’s members. *Johnson v. Columbia Properties Anchorage, LP*, 437 F.3d  
 22 894, 899 (9th Cir. 2006) (holding that, when analyzing diversity, “like a partnership,  
 23 an LLC is a citizen of every state of which its owners/members are citizens”).

24       8. On or about July 1, 2011, Plaintiff granted an extension to Defendants’  
 25 predecessor counsel, stipulating to extend the deadline for the Defendants’ response  
 26 to the Complaint to July 15, 2011.

27       9. On July 12, 2011, Defendant Vladimir Bickov notified Defendants’  
 28 counsel, in writing, that he is, and at all relevant times was, a citizen of Ukraine, and

1 though currently a resident of the country of Australia, he intends to remain a citizen  
 2 of the sovereign nation of Ukraine “for the foreseeable future.” From that letter the  
 3 Defendants were first able to ascertain that the case is one which is removable. In  
 4 that writing, Defendant Vladimir Bickov further informed Defendants’ counsel that,  
 5 while he has not yet been served or appeared in his case, he consents to the removal  
 6 of this action from the California Superior Court to the United States District Court.  
 7 A copy of Defendant Vladimir Bickov’s July 12, 2011 letter to Andres F. Quintana,  
 8 counsel of record for Defendants Code Rebel, LLC and Arben Kryeziu, is attached to  
 9 this notice as Exhibit B.

10. The aforementioned action is a civil action of which this Court has  
 11 original jurisdiction under 28 U.S.C. §1332 and is one that may be removed to this  
 12 Court by Defendant pursuant to 28 U.S.C. §§ 1441(a) and 1332 since the Complaint  
 13 involves citizens of different states, and the amount in controversy exceeds \$75,000,  
 14 exclusive of interest and costs.

#### 15 DIVERSITY OF JURISDICTION

16. According to Paragraphs 19, 31, 39, 47, 51 and 57 of the Complaint,  
 17 Plaintiff is seeking a minimum of \$10,000,000.00 in damages, exclusive of interest  
 18 and costs. Therefore, the amount in controversy for the aforementioned action  
 19 exceeds the jurisdictional requirement. *See, e.g., Luckett v. Delta Airlines, Inc.*, 171  
 20 F.3d 295, 298 (5th Cir. 1999)(amount in controversy requirement may be established  
 21 by showing that such damages are “facially apparent” from the plaintiff’s complaint).

22. According to Paragraph 1 of the Complaint, Plaintiff is, and at all  
 23 material times was, a Nevada corporation with its principal place of business in the  
 24 State of California.

25. Defendant Code Rebel, LLC is, and at all material times was, an entity  
 26 organized under the laws of Hawaii, with its principal place of business in Hawaii,  
 27 and was not and is not incorporated under the laws of the State of California, wherein  
 28 this action was brought. Further, Defendant Code Rebel, LLC’s has only a single

1 member, who is also a citizen of Hawaii. Defendant Code Rebel, LLC and its  
2 member were not citizens of either California or Nevada either at the time the  
3 Complaint was filed, or at the time this Notice is being filed.

4       14. Defendant Arben Kryeziu is, and at all material times was, a resident  
5 and citizen of the State of Hawaii. Defendant Arben Kryeziu was not a citizen of  
6 either California or Nevada either at the time the Complaint was filed, or at the time  
7 this Notice is being filed.

8       15. Defendants are informed and believe, and on that basis allege, that  
9 Defendant Vladimir Bickov has not yet been served with the Complaint. Further,  
10 Defendant Vladimir Bickov is, and at all material times was, a resident and citizen of  
11 the sovereign nation of Ukraine. Therefore, alienage diversity exists is present in this  
12 matter pursuant to 28 U.S.C. §§ 1332(a)(3).

13       16. On July 12, 2011, Defendant Vladimir Bickov notified Defendants'  
14 counsel, in writing, that he is, and at all relevant times was, a citizen of Ukraine, and  
15 though currently a resident of the country of Australia, he intends to remain a citizen  
16 of the sovereign nation of Ukraine "for the foreseeable future." See Exhibit B.  
17 Defendant Vladimir Bickov further indicated therein that he was not domiciled in  
18 either California or Nevada either at the time the Complaint was filed, at the time this  
19 Notice is being filed, or ever.

20       17. In that writing, Defendant Vladimir Bickov further informed Defendant  
21 Arben Kryeziu that, while he has not yet been served or appeared in his case, he  
22 consents to the removal of this action from the California Superior Court to the  
23 United States District Court.

24       18. None of the named defendants is currently a citizen of California or  
25 Nevada, and none of the named defendants was a citizen of California or Nevada at  
26 the time the Complaint was filed.

27       19. Complete diversity is therefore met and there are no other named  
28 defendants who can defeat diversity. Doe and other fictitious defendants may be

<sup>1</sup> ignored for removal purposes. See, e.g., *Salveson v. Western State Bank Card Assn.*,  
<sup>2</sup> 731 F.2d 1423 (9th Cir. 1984); 28 U.S.C. §1441(a).

3        20. In the event this Notice is deemed deficient in any respect, the right is  
4 reserved, and leave is hereby respectfully requested, to make such amendments,  
5 additions and/or corrections as may be required to overcome the same.

7 WHEREFORE, Defendants pray that the aforementioned action now pending  
8 against them in the Superior Court of California, County of Los Angeles, be removed  
9 therefrom to this Court.

DATED: July 13, 2011

QUINTANA LAW GROUP  
A Professional Law Corporation

By:

Andres F. Quintana, Esq.  
John M. Houkom, Esq.  
Attorneys Defendants Code Rebel, LLC  
and Arben Kryeziu

## **EXHIBIT “A”**

**SUMMONS**  
**(CITACION JUDICIAL)**

**COPY**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

CODE REBEL LLC, a Hawaii Limited Liability Company; ARBEN KRYEZIU, an individual; VLADIMIR BICKOV; and DOES 1 through 300 inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AQUA CONNECT, INC., a Nevada Corporation

CONFORMED COPY SUM-100  
OF ORIGINAL SERVED  
LOS ANGELES SUPERIOR COURT  
RECORRERÁS DE LA CORT

MAY 25 2011

John A. Clarke, Executive Officer/Clerk  
By \_\_\_\_\_ Deputy  
SHAUNYA WESLEY

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is.  
(El nombre y dirección de la corte es): Stanley Mosk Courthouse on Hill St.

111 North Hill St.

Los Angeles, CA 90012

CASE NUMBER  
(Número del Caso)

B C 4 6 2 3 3 7

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is.  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Michael K. Hagmann, 1801 Century Park East, Suite 2400, Century City, CA 90067. (310) 499-4695

DATE  
(Fecha)

MAY 25 2011

Clerk, by  
(Secretario)

Shaunya Wesley

. Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons form POS-010.)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010))

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant
2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify):

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4.  by personal delivery on (date).

COPY

1 Michael K. Hagemann (State Bar No. 264570)  
2 1801 Century Park East  
3 Suite 2400  
4 Century City, CA 90067  
5 Tel: (310) 499-4695  
6 Fax: (310) 499-4796  
mhagemann@mkhagemann.com  
7 Attorney for Plaintiff  
8 AQUA CONNECT, INC.

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAY 25 2011

John A. Clarke, Executive Officer/Clerk  
By Shawna Wesley, Deputy  
SHAUNA WESLEY

9  
10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES

13 AQUA CONNECT, INC., a Nevada  
14 Corporation,

15 Plaintiff,

16 vs.

17 CODE REBEL LLC, a Hawaii Limited  
18 Liability Company; ARBEN KRYEZIU,  
an individual; VIADIMIR BICKOV; and  
19 DOES 1 through 300 inclusive.

20 Defendants.

21 ) Case No.:  
22 )  
23 ) Dept: BC 462337  
24 )  
25 ) Judge:  
26 )  
27 ) COMPLAINT  
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29 ) JURY TRIAL DEMANDED  
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31 ) Filing Date:  
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## THE PARTIES

Plaintiff Aqua Connect, Inc ("Plaintiff") hereby complains and alleges as follows:

1. Plaintiff is, and at all times mentioned in this Complaint was, a Nevada Corporation with its principal place of business in Los Angeles County, California.

2 Upon information and belief, Defendant Code Rebel LLC ("Code  
Rebel") is a Hawaii limited liability company with its principal place of business in  
Hawaii. Upon information and belief, Code Rebel has systematic and continuous ties to  
California, and also purposely availed itself to the benefits and protections of the state of  
California. Further, its actions in the State of California give rise to this action.

3. Upon information and belief, Defendant Arben Kryeziu is, and at all times mentioned in this Complaint was, a resident of Hawaii. Upon information and belief, Kryeziu has systematic and continuous ties to California, and also purposely availed himself to the benefits and protections of the state of California. Further, his actions in the State of California give rise to this action.

4. Upon information and belief, Defendant Vladimir Bickov is, and at all times mentioned in this Complaint was, a resident of Russia. Upon information and belief, Kryzni has systematic and continuous ties to California, and also purposely availed himself to the benefits and protections of the state of California. Further, his actions in the State of California give rise to this action.

5 The true names and capacities, whether individual, corporate,

1 partnership, associate or otherwise, of defendants DOES 1 through 300 inclusive, and  
2 each of them, are unknown to Plaintiff who therefore sues them by such fictitious names.  
3 Plaintiff will seek leave to amend this Complaint to show the true names and capacities  
4 of DOES 1 through 300 when it has discovered them. Plaintiff alleges that, at all times  
5 mentioned herein, all of the defendants acted or participated in some manner in the acts  
6 alleged herein, and in some way caused and are responsible for Plaintiff's damages. All  
7 references to the named defendant shall include, without limitation, DOES 1 through 300  
8 inclusive.

9

10 **STATEMENT OF FACTS**

11

12 6. Plaintiff sells and markets software known as Aqua Connect  
13 Terminal Server ("ACTS").

14 7. On or around January 24, 2008, Vladimir Bickov, in his capacity as  
15 an agent of Code Rebel and at the behest of Arben Kryeziu, downloaded a trial version of  
16 ACTS.

17 8. In order to install the ACTS software, Bickov was required to agree  
18 to a written End User License Agreement ("EULA"). Bickov agreed to the EULA on  
19 behalf of Code Rebel. A true and correct copy of the EULA that was agreed to is  
20 attached as Exhibit 1, and is hereby incorporated herein.

21 9. Upon information and belief, Code Rebel and its agents also  
22 requested trial versions of subsequent versions of ACTS, and agreed to the EULAs in  
23 effect at the time which were materially the same as Exhibit 1.

24 10. In each EULA, Code Rebel agreed not to reverse engineer the ACTS

software.

#### **II. All defendants colluded to reverse engineer ACIS.**

12. On or around June of 2009, Code Rebel began distributing a competing software product, IRAPP TS, that was the result of the reverse engineering of AC TS, and Code Rebel continues to do so currently.

13. Defendants Kryeziu and Bickov have a long history of reverse engineering and or misappropriating others' software.

## **FIRST CAUSE OF ACTION**

(Breach of Contract; As to All Defendants)

14. Plaintiff incorporates herein by reference paragraphs 1 through 13 of this Complaint.

15. The EULA was a written agreement that bound Code Rebel.

16. Code Rebel breached the F4U A by reverse engineering AC|S.

17 Plaintiff performed all obligations under the agreement.

18. Code Rebel's breach caused Plaintiff to lose profits because some customers purchased the competing software program from Code Rebel.

19. Upon information and belief, Plaintiff lost over \$10,000,000.00 in profit that it would have otherwise earned if Code Rebel did not breach its agreement.

20. With respect to future distribution, upon information and belief, damages would be insufficient because defendants do not have sufficient assets or income to compensate Plaintiff for the future harm likely to be borne by Plaintiff. Further, injunctive relief would avoid the necessity of a multiplicity of suits.

21. Code Rebel is an alter-ego for the other defendants. The defendants have failed to obey the LLC formalities, Code Rebel was insufficiently capitalized and insured, the other defendants have commingled funds with Code Rebel, and for the court to respect the limited liability status of Code Rebel would sanction a fraud.

## **SECOND CAUSE OF ACTION**

**(False Promise; As to All Defendants)**

22 Plaintiff incorporates herein by reference paragraphs 1 through 21 of  
this Complaint.

23. All of the defendants, as part of a conspiracy, made a promise to Plaintiff that they would not reverse engineer ACTS.

24. That promise was important to the transaction.

25 All of the defendants intended at the time of making the promise to  
reverse engineer ACTS.

26. All of the defendants intended that Plaintiff rely on their promise.

27. Plaintiff did in fact reasonably rely on their promise.

1           28. All of the defendants conspired to reverse engineer ACFS.

2  
3           29. Plaintiff was harmed because it lost profits because some customers  
4 purchased the competing software program from Code Rebel.

5  
6           30. Plaintiff's reliance on defendants' promise was a substantial factor in  
7 causing that harm. If the defendants had not agreed to the EULA, Plaintiff would not  
8 have given them a copy of ACFS, and Code Rebel would have been unable to create a  
9 competing product and or some of the features would have been missing from Code  
10 Rebel's product, making it less competitive.

11  
12           31. Upon information and belief, Plaintiff lost over \$10,000,000.00 in  
13 profit that it would have otherwise earned if the defendants did not break their promise.

14  
15           THIRD CAUSE OF ACTION

16           (Inducing Breach of Contract As to All Defendants)

17  
18           32. Plaintiff incorporates herein by reference paragraphs 1 through 31 of  
19 this Complaint.

20  
21           33. There was a EULA contract between Plaintiff and Code Rebel  
22 Argued in the alternative, there was a EULA contract with Plaintiff and whomever the  
23 defendants argue said contract was with.

24  
25           34. All defendants knew of the contract between Plaintiff and Code  
26 Rebel. Argued in the alternative, all defendants knew of the contract between Plaintiff  
27 and whomever defendants argue the contract was with.

1           35. All defendants intended to cause the counter-party to the EULA to  
2 breach the contract.

3           36. All of the defendants' conduct caused the counter-party to the EULA  
4 to breach the contract.

5           37. Plaintiff was harmed when the counter-party breached because it lost  
6 profits because some customers purchased the competing software program from Code  
7 Rebel.

8           38. All of the defendants' conduct was a substantial factor in causing  
9 that harm. If the counter-party had not breached, Code Rebel would have been unable to  
10 create a competing product and or some of the features would have been missing from  
11 Code Rebel's product, making it less competitive.

12           39. Upon information and belief, Plaintiff lost over \$10,000,000.00 in  
13 profit that it would have otherwise earned if the counter-party did not break the  
14 agreement.

15  
16           **FORTH CAUSE OF ACTION**

17           (Misappropriation of Trade Secrets; As to All Defendants)

18           40. Plaintiff incorporates herein by reference paragraphs 1 through 39 of  
19 this Complaint.

20           41. Plaintiff owned the following trade secrets: a detailed and specific  
21 method of implementing a terminal server in Mac OS X.

1           42. At the time of misappropriation by defendants, this was a trade  
2 secret.

3           43. All defendants improperly acquired the secret by reverse  
4 engineering, and then disclosed said trade secrets.

5           44. Plaintiff was harmed because it lost profits because some customers  
6 purchased the competing software program from Code Rebel which utilized Plaintiff's  
7 trade secrets.

8           45. All of the defendants were unjustly enriched by the misappropriation  
9 when they all profited from a product that utilized Plaintiff's trade secrets.

10           46. All of the defendants' conduct was a substantial factor in causing  
11 that harm and unjust enrichment. Without the misappropriation of trade secrets, Code  
12 Rebel would have been unable to create a competing product and/or some of the features  
13 would have been missing from Code Rebel's product, making it less competitive and or  
14 there would have been a material delay in the release of their product. All defendants  
15 profited from the products of Code Rebel.

16           47. Upon information and belief, Plaintiff lost over \$10,000,000.00 in  
17 profit that it would have otherwise earned if the secrets were not misappropriated.  
18 Alternatively, upon information and belief, all defendants were enriched by at least  
19 \$10,000,000.00 in profit that it would not have otherwise earned if the secrets were not  
20 misappropriated.

## FIFTH CAUSE OF ACTION

(Business and Professions Code § 17200; As to All Defendants)

48. Plaintiff incorporates herein by reference paragraphs 1 through 47 of this Complaint.

49. The acts and practices alleged to have been committed by the defendants above constitute unlawful, unfair, and fraudulent business acts or practices within the meaning of section 17200 of the Business & Professions Code.

50. As a result of the unlawful, unfair, and fraudulent business acts or practices of the defendants, Plaintiff suffered damages by losing substantial profits.

51. Argued in the alternative for each defendant, each defendant received a profit of at least \$10,000,000.00, as a result of their unlawful, unfair, and fraudulent business acts or practices at the expense of Plaintiff.

## **SIXTH CAUSE OF ACTION**

(Unjust Enrichment: As to All Defendants)

52. Plaintiff incorporates herein by reference paragraphs 1 through 51 of this Complaint.

53. For all the reasons explained above, all defendants were unjustly enriched.

54. Argued in the alternative for each defendant, each defendant received a profit of at least \$10,000,000.00, as a result of their unlawful, unfair, and

1 fraudulent business acts or practices at the expense of Plaintiff.

2

3 **SEVENTH CAUSE OF ACTION**

4 (Fraudulent Transfer: As to All Defendants)

5

6 55. Plaintiff incorporates herein by reference paragraphs 1 through 54 of

7 this Complaint.

8

9 56. Plaintiff has a right of payment from each defendant in this case.

10

11 57. Upon information and belief, and argued in the alternative for each

12 defendant, each defendant transferred to all the other defendants in this case property,

13 real property ownership interests, business ownership interests, and other things of value.

14

15 58. Upon information and belief, all defendants conspired to make these

16 transfers with the intent to hinder, delay, or defraud one or more of their creditors.

17

18 59. Alternatively, Plaintiff's right to payment arose before the transfers

19 and upon information and belief, and argued in the alternative for each defendant, each

20 defendant did not receive a reasonably equivalent value in exchange for the transfer, and

21 they became insolvent as a result of the transfer.

22

23 60. Upon information and belief, Plaintiff is harmed because the assets

24 of each defendant are insufficient to pay for their obligations as alleged above to Plaintiff.

25

26 61. Each defendants' conduct were substantial factors in causing

27 Plaintiff's harm.

1  
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**PRAYER FOR RELIEF**  
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7 WHEREFORE, Plaintiff prays that judgment be entered against the named  
8 defendants as follows:

9  
10  
**FIRST CAUSE OF ACTION**  
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12

- 13       1. For contract damages of at least \$10,000,000.00 according to proof.  
14  
15       2. For specific performance in the form of an injunction restraining all  
16 defendants from distributing the fruits of their reverse engineering, which includes but is  
17 not limited to: the source code of ACTS, the source code/compiled version of Code  
18 Rebel's terminal server product, IRAPP TS, and any and all software products that are a  
19 derivative of IRAPP TS or ACTS  
20  
21       3. For attorney's fees.

22  
23  
**SECOND AND THIRD CAUSE OF ACTION**  
24  
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- 26       4. For damages of at least \$10,000,000.00 according to proof  
27  
28       5. For an injunction restraining all defendants from distributing the  
29 fruits of their reverse engineering, which includes but is not limited to: the source code of  
30 ACTS, the source code/compiled version of Code Rebel's terminal server product,  
31 IRAPP TS, and any and all software products that are a derivative of IRAPP TS or  
32 ACTS.  
33  
34       6. For punitive damages.

1           **FOURTH CAUSE OF ACTION**

- 2
- 3           7.       For damages of at least \$10,000,000.00 according to proof.
- 4
- 5           8.       In the alternative, for restitution of illicit profits in the amount of at
- 6 least \$10,000,000.00 according to proof.

7

8           9.       For an injunction restraining all defendants from distributing the

9 fruits of their reverse engineering, which includes but is not limited to: the source code of

10 ACTS, the source code compiled version of Code Rebel's terminal server product,

11 IRAPP TS, and any and all software products that are a derivative of IRAPP TS or

12 ACTS

13

14           10.      For punitive damages

15

16           **FIFTH CAUSE OF ACTION**

17

18           11.      For disgorgement of profits of at least \$10,000,000.00 according to

19 proof.

20

21           12.      For an injunction restraining all defendants from distributing the

22 fruits of their reverse engineering, which includes but is not limited to: the source code of

23 ACTS, the source code compiled version of Code Rebel's terminal server product,

24 IRAPP TS, and any and all software products that are a derivative of IRAPP TS or

25 ACTS.

1 SIXTH CAUSE OF ACTION

2  
3           13. For restitution of illicit profits in the amount of at least  
4 \$10,000,000.00 according to proof.

5  
6           14. For an injunction restraining all defendants from distributing the  
7 fruits of their reverse engineering, which includes but is not limited to: the source code of  
8 ACTS, the source code compiled version of Code Rebel's terminal server product,  
9 IRAPP TS, and any and all software products that are a derivative of IRAPP TS or  
10 ACTS.

11  
12 SEVENTH CAUSE OF ACTION

13  
14           15. For damages which mirror the obligations owed by the transferring  
15 defendants, specifically, \$10,000,000.00 plus prejudgment interest, the reasonable  
16 attorney's fees, punitive damages, and costs of suit incurred in pursuing the first six  
17 causes of action.

18  
19           16. For an order avoiding or subordinating, as to Plaintiff, any  
20 fraudulent transfers.

21  
22           17. For an injunction against all defendants prohibiting further  
23 dispositions of their property.

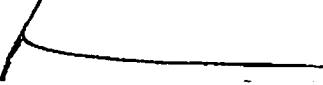
24  
25 ALL CAUSES OF ACTION

26  
27           18. For prejudgment interest.

1           19. For costs of suit incurred in this action.

2  
3           20. For such other and further relief as the court deems proper.

4  
5 DATED May 25, 2011

6  
7 By:   
8 Michael K. Hagemann  
9 Attorney for Plaintiff, AQUA CONNECT, INC.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a jury trial.

DATED: May 25, 2011

By:   
Michael K. Hagemann  
Attorney for Plaintiff, AQUA CONNECT, INC.

# Exhibit 1

---

- (b) Licensee agrees to offer installation tech support only related to the underrstands and agrees to all Support & Maintenance terms as per the Support & Maintenance Materials. Licensee should not enter into this Agreement if Licensee has not received the agreed upon Support & Maintenance Materials.
- (a) Licensee agrees that Standard Support & Maintenance Materials have been provided to Licensee prior to entering into this Agreement. Licensee further provides that Standard Support & Maintenance Materials have been

### 3) SOFTWARE MAINTENANCE AND INSTALLATION SUPPORT

- (a) Licensee shall deliver the download link via email to Licensee on the date of purchase (the "Delivery Date").

### 2) DELIVERY AND INSTALLATION OF THE SOFTWARE

- (a) The Term of the License Agreement (the "License Period") is perpetual. However, Support & Maintenance, if purchased, will only be provided up to one (1) year from the date of purchase.

### 1) LICENSE TERM

NOW THEREFORE, in consideration of the foregoing recitals and the terms and provisions set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree that Licensee agrees to license the Software to Licensee upon the terms and subject to the conditions set forth below:

BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, LICENSEE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU SHOULD CLICK ON THE "DO NOT ACCEPT" BUTTON BELOW TO DISCONTINUE THE INSTALLATION PROCESS. IN SUCH CASE, ANY AMOUNTS ALREADY PAID BY YOU, IF ANY SHALL BE REFUNDED BY LICENSEE.

AGREEMENT TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE COMPANY AND THAT YOU HAVE THE BUSINESS PURPOSES, YOU HEREBY AGREE THAT YOU ENTER INTO THIS TO OBTAIN THE SOFTWARE FOR USE BY THE COMPANY FOR ITS OWN OF A COMPANY (the "Company") AND ARE ENTERING INTO THIS AGREEMENT LICENSE AGREEMENT (the "Agreement"). IF YOU ARE AN EMPLOYEE OR AGENT ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS SOFTWARE AND DOCUMENTATION (the "Software") TO YOU ("You or Licensee")

installation and configuration of the Software to Licensee within the first Ten (10) days from Delivery Date of the Software ("Installation Tech Support"). Licenser will offer Installation Tech Support via phone or electronic delivery only and the Installation Tech Support will be offered only during normal business hours of 9:00AM - 5:00PM, Pacific Standard Time, Monday-Friday.

**4) SOFTWARE LICENSE.**

(a) Licensor grants to Licensee a limited, nonexclusive license to use the Software for the duration of the License Period. For purposes of this Agreement, the licensed Software shall include the Software as delivered to Licensee, including but not limited to, appropriate documentation and information provided by Licenser to Licensee under this Agreement.

(b) Licensee acknowledges that the Software is the property of Licenser and that the Software is being made available to Licensee in confidence and solely on the basis of its confidential relationship to Licenser. Licensee further agrees to use best efforts to prevent Licensee's employees or vendors from printing, copying, providing or otherwise making the Software available, in whole or in part, for any of the employees' or vendors' private use outside the scope of Licensee's business or to any third parties.

(c) Licensee shall not reverse engineer, reverse compile or disassemble the Software, or otherwise attempt to derive the source code to the Software. Licensee shall have no right to, and shall not, sublicense any of its rights under this Agreement. Furthermore, Licensee agrees not to "clean room design" the Software or publish any "benchmarking" results of the Software.

(d) Licensee's license to use the Software will expire and will automatically be revoked upon a breach of this Agreement by Licensee. Licensee also agrees and acknowledges that updates may become available to Licensee during the License Period. However, new upgrades and versions of the Software will require Licensee to sign a new License Agreement and pay an additional fee, if applicable.

(e) Licensee acknowledges and understands that in order for this Software License Agreement to be valid, Licensee is required to have the appropriate Apple Mac OS X Server license.

**5) WARRANTIES.**

(a) Licensor warrants that the Software that is delivered to Licensee will be free from defects for a period of Thirty (30) days (the "Warranty Period") from the date of delivery. Licenser further warrants that the Software will perform as outlined in the current documentation available on the Software, at the time of delivery, for the entire Warranty Period. Licensee's sole remedy in the event of a breach of warranty will be that Licenser will, at its option, after best efforts to resolve the breach, replace the defective item within the Warranty Period or refund the money paid by Licensee to

Licensor for the defective item only.

(b) The warranties contained in this Agreement will not apply to the Software which:

- (i) has been altered, supplemented, upgraded or modified in any way by Licensee; or
- (ii) has been repaired except by Licensor or its designee.

(c) Additionally, the warranties contained in this Agreement do not apply to repair or replacement caused or necessitated by: (i) events occurring after risk of loss passes to Licensee, such as loss or damage during shipment; (ii) acts of God, including without limitation natural acts such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) improper use, environment, installation or electrical supply, improper maintenance, or any other misuse, abuse or mishandling; (iv) governmental actions or inactions; (v) strikes or work stoppages; (vi) Licensee's failure to follow applicable use or operations instructions or manuals; (vii) Licensee's failure to implement, or to allow Licensor or its designee to implement, any corrections or modifications to the Software; or (viii) such other events outside Licensor's reasonable control.

(d) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS AGREEMENT.

(e) IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR LOSS OF PROFITS ARISING OUT OF ANY CLAIMED BREACH BY LICENSOR OF ITS OBLIGATIONS HEREUNDER.

(f) The Licensor understands that Licensee may use certain third party software and/or equipment in conjunction with the Software. LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS FOR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE IN THIS AGREEMENT, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF THE THIRD PARTY SOFTWARE AND/OR EQUIPMENT, INCLUDING THE ABILITY TO INTEGRATE THE SAME WITH THE SOFTWARE. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF THE THIRD PARTY SOFTWARE AND/OR EQUIPMENT LIE SOLELY WITH THE LICENSEE AND THE VENDOR OR SUPPLIER OF SUCH THIRD PARTY SOFTWARE AND/OR EQUIPMENT, AS THIS CASE MAY BE.

(g) Licensor discloses that the Software is protected by United States copyright and patent pending laws and applicable international treaties and/or conventions.

## 6) REMOVAL OF SOFTWARE

(a) Licensee understands and agrees that the Software is solely owned by Licensor.

(i) (b) Licensee must destroy any and all copies of the Software beyond recovery from Licensee's computer system(s) at the sole cost to Licensee immediately following any breach of this Agreement by Licensee.

## 7) COMPLIANCE WITH LAWS.

(a) Licensee shall, at its own expense, use the Software in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations in any way relating to the possession, use and/or maintenance of the Software.

(b) Licensees using the Software in North America must use the Software in North America only. Unless specifically authorized in writing by Licenser, North American Licensees shall not export, or in any way transfer the Software to any destination outside North America without the prior written consent of Licenser. Regardless of any disclosure made by Licensee to Licenser of an ultimate destination of the Software, Licensee shall not export either directly or indirectly, the Software without first obtaining a license to re-export from the United States Government, as required, and will comply with United States Government export regulations, as applicable.

## 8) DEFAULT.

(a) The following will result in a default by Licensee, including but not limited to:

- (i) Licensee shall default in any payment due under this Agreement.
- (ii) Licensee breaches Licensee's duty of confidentiality.
- (iii) Licensee fails to use best efforts to prevent Licensee's employees or vendors from printing, copying, providing or otherwise making the Software available, in whole or in part, for any of the employees' or vendors' private use or to any third parties.
- (iv) Licensee reverse engineers, reverse compiles or disassembles the Software, or otherwise attempts to derive the source code to the Software.
- (v) Licensee sublicenses any of its rights under this Agreement.
- (vi) Licensee fails to comply with any law while using the Software.

## 9) MISCELLANEOUS.

(a) Waiver of Rights. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same provision or a waiver of any breach of any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of each party hereto.

(b) Governing Law. This Agreement shall be governed by and construed and enforced according to the laws of the State of California, U.S.A. This Agreement contains the entire, integrated Agreement between the parties, and shall be binding upon both parties and their respective heirs, successors and permitted assigns.

(c) Date of Effectiveness. This Agreement shall become binding and effective as

of the date as listed above.

(d) Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

(e) Severability. If any immaterial provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(f) Notices. Except as otherwise provided, any notice, request, demand, consent or other communication provided or permitted hereunder will be deemed given on the date it is sent and will be in writing and delivered by personal delivery, by certified mail, or by ordinary mail, postage prepaid, addressed to the party for which it is intended at the party's address as indicated in the heading of this Agreement and until such time as either party has given the other notice of a change of address.

(g) Provisional Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or schedule annexed hereto or any document referred to herein including but not limited to the maintenance agreement for the Software, the provisions of this Agreement will prevail and govern the interpretation thereof.

(h) Attorneys' Fees. In the event that one party brings suit against the other party for any matter arising out of or in connection with this Agreement, and the party which is sued is ultimately adjudicated to not have liability, then the party bringing suit agrees to pay the other party's reasonable attorneys' fees and litigation costs.

(i) Force Majeure. No party shall be liable for delay in performance hereunder due to causes beyond its control including, but not limited to, acts of God, fires, strikes, delinquencies of manufacturers or suppliers or acts of war. However, each party undertakes to minimize any such delay to the extent possible.

(j) Amendments. This Agreement may only be amended or modified by written instrument executed by all parties.

(k) Plurality. The use of singular usage shall include the plural usage and the use of the plural usage shall include the singular usage, especially when referring to the Software. In the event Licensee has purchased more than one copy of Software this Agreement will refer to all Software purchased by Licensee in this Agreement.

(l) Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any person or entity not a party or signatory to this Agreement.

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

<b>CASE TYPES AND EXAMPLES</b>	
<b>Auto Tort</b>	<b>Contract</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06) Breach of Rental/Lease
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Contract ( <i>not unlawful detainer or wrongful eviction</i> ) Contract/Warranty Breach—Seller Plaintiff ( <i>not fraud or negligence</i> ) Negligent Breach of Contract/ Warranty
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)</b>	Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case
<b>Tort</b>	Insurance Coverage ( <i>not provisionally complex</i> ) (18) Auto Subrogation Other Coverage
Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death	Other Contract (37) Contractual Fraud Other Contract Dispute
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	
Medical Malpractice (45) Medical Malpractice— Physicians & Surgeons Other Professional Health Care Malpractice	<b>Real Property</b>
Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property ( <i>not eminent domain, landlord/tenant, or         foreclosure</i> )
<b>Non-PI/PD/WD (Other) Tort</b>	<b>Unlawful Detainer</b>
Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08) Defamation (e.g., slander libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice ( <i>not medical or legal</i> ) Other Non-PI/PD/WD Tort (35)	Commercial (31) Residential (32) Drugs (38) ( <i>if the case involves illegal drugs, check this item, otherwise report as Commercial or Residential</i> )
<b>Employment</b>	<b>Judicial Review</b>
Wrongful Termination (36) Other Employment (15)	Asset Forfeiture (05) Petition Re Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review
	Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**  
 Antitrust/Trade Regulation (03)  
 Construction Defect (10)  
 Claims Involving Mass Tort (40)  
 Securities Litigation (28)  
 Environmental/Toxic Tort (30)  
 Insurance Coverage Claims  
*(arising from provisionally complex case type listed above)* (41)  
**Enforcement of Judgment**  
 Enforcement of Judgment (20)  
 Abstract of Judgment (Out of County)  
 Confession of Judgment (*non-domestic relations*)  
 Sister State Judgment  
 Administrative Agency Award  
*(not unpaid taxes)*  
 Petition/Certification of Entry of Judgment on Unpaid Taxes  
 Other Enforcement of Judgment Case  
**Miscellaneous Civil Complaint**  
 RICO (27)  
 Other Complaint (*not specified above*) (42)  
 Declaratory Relief Only  
 Injunctive Relief Only (*non-harassment*)  
 Mechanics Lien  
 Other Commercial Complaint Case (*non-tort/non-complex*)  
 Other Civil Complaint (*non-tort/non-complex*)  
**Miscellaneous Civil Petition**  
 Partnership and Corporate Governance (21)  
 Other Petition (*not specified above*) (43)  
 Civil Harassment  
 Workplace Violence  
 Elder/Dependent Adult Abuse  
 Election Contest  
 Petition for Name Change  
 Petition for Relief From Late Claim  
 Other Civil Petition

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY'S NAME, ADDRESS, AND PHONE NUMBER  
 Michael K. Hagemann (SVC #264570)  
 1801 Century Park East, Suite 2400  
 Century City, CA 90067  
 mhagemann@mhagemann.com  
 TELEPHONE NO. (310) 499-1695 FAX NO. (310) 499-1796

ATTORNEY FOR (Name) Plaintiff Aqua Connect, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
 STREET ADDRESS 111 North Hill St.

Mailing Address

CITY AND ZIP CODE Los Angeles, CA 90012

BRANCH NAME Stanley Mosk Courthouse on Hill St.

CASE NAME

Aqua Connect, Inc. v. Code Rebel, LLC, et al.

**CIVIL CASE COVER SHEET**

Unlimited  Limited  
 (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

**Complex Case Designation**

Counter  Joinder  
 Filed with first appearance by defendant (Cal Rules of Court, rule 3.402)

PART NUMBER  
**BC 462337**

JUDGE

DEPT

Items 1-6 below must be completed (see instructions on page 2)

1 Check one box below for the case type that best describes this case

**Auto Tort**

Auto (22)  Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  Product liability (24)  Medical malpractice (45)  Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

Business tort/unfair business practice (07)  Civil rights (03)  Defamation (13)  Fraud (16)  Intellectual property (19)  Professional negligence (25)  Other non-PI/PD/WD tort (35)

**Employment**

Wrongful termination (36)  Other employment (15)

**Contract**

Breach of contract/warranty (06)  Rule 3.740 collections (09)  Other collections (09)  Insurance coverage (18)  Other contract (37)

**Real Property**

Eminent domain/inverse condemnation (14)  Wrongful eviction (33)  Other real property (26)

**Unlawful Detainer**

Commercial (31)  Residential (32)  Drugs (36)

**Judicial Review**

Asset forfeiture (05)  Petition re: arbitration award (11)  Writ of mandate (02)  Other judicial review (39)

**Provisionally Complex Civil Litigation** (Cal Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)  Construction defect (10)  Mass tort (40)  Securities litigation (28)  Environmental/Toxic tort (30)  Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

RICO (27)  Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

Partnership and corporate governance (21)  Other petition (not specified above) (43)

2 This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex mark the factors requiring exceptional judicial management

a  Large number of separately represented parties

d  Large number of witnesses

b  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve

e  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c  Substantial amount of documentary evidence

f  Substantial postjudgment judicial supervision

3 Remedies sought (check all that apply) a  monetary b  nonmonetary, declaratory or injunctive relief c  punitive

4 Number of causes of action (specify) 7

5 This case  is  is not a class action suit

6 If there are any known related cases, file and serve a notice of related case (You may use form CM-015)

Date May 25, 2011

Michael K. Hagemann

TYPE OR PRINT NAME

SIGNATURE OF PARTY OR ATTORNEY FOR PART

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code or Welfare and Institutions Code) (Cal Rules of Court, rule 3.220) Failure to file may result in sanctions
- File this cover sheet in addition to any cover sheet required by local court rule
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only

Page 1 of 2

**COPY**

SHORT TITLE Aqua Connect, Inc. v. Code Rebel, LLC.	CASE NUMBER
---	-------------

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5 HOURS/  DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4)

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 20

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1 Class Actions must be filed in the County Courthouse, Central District      | 6 Location of property or permanently garaged vehicle    |
| 2 May be filed in Central (Other county, or no Bodily Injury/Property Damage) | 7 Location where petitioner resides                      |
| 3 Location where cause of action arose  | 8 Location wherein defendant/respondent functions wholly |
| 4 Location where bodily injury, death or damage occurred                      | 9 Location where one or more of the parties reside       |
| 5 Location where performance required or defendant resides                    | 10 Location of Labor Commissioner Office                 |

**Step 4:** Fill in the information requested on page 4 in Item III, complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1 2 4
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1 2 4
Other Personal Injury/Property Damage/Wrongful Death Tort Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2 2
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1 2 3 4 8
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1 2 4 1 2 4
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g. assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1 2 4 1 2 4 1 2 3 1 2 4
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1 2 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1 2 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1 2 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1 2 3

<b>SHORT TITLE</b> Aqua Connect, Inc. v. Code Rebel, LLC.		<b>CASE NUMBER</b>																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 25%;"><b>A</b> Civil Case Cover Sheet Category No.</th> <th style="text-align: center; width: 50%;"><b>B</b> Type of Action (Check only one)</th> <th style="text-align: center; width: 25%;"><b>C</b> Applicable Reasons - See Step 3 Above</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Writ of Mandate (02)</td> <td> <input type="checkbox"/> A6151 Writ - Administrative Mandamus  <input checked="" type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter  <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review         </td> <td style="text-align: center;">2 . 8 2 2</td> </tr> <tr> <td style="vertical-align: top;">Other Judicial Review (39)</td> <td> <input type="checkbox"/> A6150 Other Writ /Judicial Review         </td> <td style="text-align: center;">2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Antitrust/Trade Regulation (03)</td> <td> <input type="checkbox"/> A6003 Antitrust/Trade Regulation         </td> <td style="text-align: center;">1 2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Construction Defect (10)</td> <td> <input type="checkbox"/> A6007 Construction defect         </td> <td style="text-align: center;">1 . 2 . 3</td> </tr> <tr> <td style="vertical-align: top;">Claims Involving Mass Tort (40)</td> <td> <input type="checkbox"/> A6006 Claims Involving Mass Tort         </td> <td style="text-align: center;">1 . 2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Securities Litigation (28)</td> <td> <input type="checkbox"/> A6035 Securities Litigation Case         </td> <td style="text-align: center;">1 . 2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Toxic Tort Environmental (30)</td> <td> <input type="checkbox"/> A6036 Toxic Tort/Environmental         </td> <td style="text-align: center;">1 . 2 . 3 . 8</td> </tr> <tr> <td style="vertical-align: top;">Insurance Coverage Claims from Complex Case (41)</td> <td> <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)         </td> <td style="text-align: center;">1 . 2 . 5 . 8</td> </tr> <tr> <td style="vertical-align: top;">Enforcement of Judgment (20)</td> <td> <input type="checkbox"/> A6141 Sister State Judgment  <input type="checkbox"/> A6160 Abstract of Judgment  <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)  <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)  <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax  <input type="checkbox"/> A6112 Other Enforcement of Judgment Case         </td> <td style="text-align: center;">2 . 9 2 . 6 2 . 9 2 . 8 2 . 8 2 . 8 . 9</td> </tr> <tr> <td style="vertical-align: top;">RICO (27)</td> <td> <input type="checkbox"/> A6033 Racketeering (RICO) Case         </td> <td style="text-align: center;">1 . 2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Other Complaints (Not Specified Above) (42)</td> <td> <input type="checkbox"/> A6030 Declaratory Relief Only  <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)  <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)  <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)         </td> <td style="text-align: center;">1 . 2 . 8 2 . 8 1 . 2 . 8 1 . 2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Partnership Corporation Governance(21)</td> <td> <input type="checkbox"/> A6113 Partnership and Corporate Governance Case         </td> <td style="text-align: center;">2 . 8</td> </tr> <tr> <td style="vertical-align: top;">Other Petitions (Not Specified Above) (43)</td> <td> <input type="checkbox"/> A6121 Civil Harassment  <input type="checkbox"/> A6123 Workplace Harassment  <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case  <input type="checkbox"/> A6190 Election Contest  <input type="checkbox"/> A6110 Petition for Change of Name  <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law  <input type="checkbox"/> A6100 Other Civil Petition         </td> <td style="text-align: center;">2 . 3 . 9 2 . 3 . 9 2 . 3 . 9 2 2 . 7 2 . 3 . 4 . 8 2 . 9</td> </tr> </tbody> </table>			<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - 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SHORT TITLE Aqua Connect, Inc. v. Code Rebel, LLC.		CASE NUMBER	
<b>A Civil Case Cover Sheet Category No.</b>			
<b>B Type of Action (Check only one)</b>			
<b>C Applicable Reasons -See Step 3 Above</b>			
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	A6017 Legal Malpractice	1 2 3
		A6050 Other Professional Malpractice (not medical or legal)	1 2 3
Employment	Other (35)	A6025 Other Non-Personal Injury/Property Damage Tort	2 3
	Wrongful Termination (36)	A6037 Wrongful Termination	1 2 3
Contract	Other Employment (15)	A6024 Other Employment Complaint Case	1 2 3
		A6109 Labor Commissioner Appeals	10
Real Property	Breach of Contract/ Warranty (C6) (not insurance)	✓ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2 5
		A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2 5
Judicial Review Unlawful Detainer	Collections (09)	A6019 Negligent Breach of Contract/Warranty (no fraud)	1 2 5
		A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1 2 5
Unlawful Detainer	Insurance Coverage (18)	A6002 Collections Case-Seller Plaintiff	2 5 6
		A6012 Other Promissory Note/Collections Case	2 5
Petition re Arbitration	Other Contract (37)	A6015 Insurance Coverage (not complex)	1 2 5 8
		A6009 Contractual Fraud	1 2 3 5
Asset Forfeiture	Eminent Domain/Inverse Condemnation (14)	A6031 Tortsious Interference	1 2 3 5
		A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1 2 3 8
Petition re Arbitration	Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2 6
		A7300 Eminent Domain/Condemnation Number of parcels _____	2
Petition re Arbitration	Other Real Property (26)	A6018 Mortgage Foreclosure	2 6
		A6032 Quiet Title	2 6
Petition re Arbitration	Unlawful Detainer-Commercial (31)	A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2 6
		A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2 6
Petition re Arbitration	Unlawful Detainer-Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2 6
		A6022 Unlawful Detainer-Drugs	2 6
Petition re Arbitration	Asset Forfeiture (05)	A6108 Asset Forfeiture Case	2 6
	Petition re Arbitration (11)	A6115 Petition to Compel/Confirm/Vacate Arbitration	2 5

SHORT TITLE Aria Connect, Inc. v. Apple Set-Off, LLC	CASE NUMBER
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Item III Statement of Location Enter the address of the accident, party's residence or place of business, performance or other circumstance indicated in Item II Step 3 on Page 1, as the proper reason for filing in the court location you selected

REASON CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE										ADDRESS 1100 Wilshire Boulevard
1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>	7 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>	10 <input type="checkbox"/>	
CITY Los Angeles	STATE CA	ZIP CODE 90010								

Item IV Declaration of Assignment I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Monk courthouse in the District Court District of the Los Angeles Superior Court (Code Civ Proc § 392 et seq., and LASC Local Rule 20 subds. (b), (c) and (d))

Dated May 17, 2011

  
SIGNATURE OF ATTORNEY OR PARTY

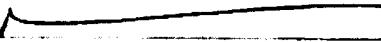
**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

- 1 Original Complaint or Petition
- 2 If filing a Complaint, a completed Summons form for issuance by the Clerk
- 3 Civil Case Cover Sheet form CM-010
- 4 Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07). LASC Approved 03-04
- 5 Payment in full of the filing fee unless fees have been waived
- 6 Signed order appointing the Guardian ad Litem JC form FL-935 if the plaintiff or petitioner is a minor under 18 years of age or if required by Court
- 7 Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint or other initiating pleading in the case

**NOTICE TO CODE REBEL LLC, ARBEN KRYEZIU, AND VLADIMIR BICKOV:**

Aqua Connect, Inc. reserves the right to seek \$100,000,000.00 in punitive damages when Aqua Connect, Inc. seeks a judgment in the suit filed against you.

DATED: May 25, 2011

By:   
Michael K. Hagemann  
Attorney for Plaintiff, AQUA CONNECT INC.

Page

NOTICE OF CASE ASSIGNMENT  
UNLIMITED CIVIL CASE

LAW OFFICES OF HARRIS, FRIEDMAN & CO., LLP  
1401 K Street, N.W.  
Washington, D.C. 20004-2301  
(202) 467-1400

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the application of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

The court will impose sanctions for the failure or refusal to comply with Chapter Seven Rules. Such sanctions may be on a party or the court, and the standards or deadlines established by the court or by the Chapter Seven Rules. Such orders made by the court will provide appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, and serve as an appropriate counsel for the party.

**SANCTIONS**

The Court will require the parties in a trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witness schedules submitted to the court at the same time as the case to be read to the jury panel is required by Chapter II(e) of the Los Angeles Superior Court Rules.

A Status Conference will be scheduled by the assigned independent Calendrier Judge no later than 270 days after the filing of the complaint. Counsel will be fully prepared to discuss the following issues: alternative dispute resolution, joint settlement, trial date, and expert witnesses.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after the filing date. Cross-complaints shall be served within 60 days of the filing date and a proof of service filed within 60 days of the answer is filed. Cross-complaints shall be served within 60 days of the filing date and a proof of service filed within 60 days of the filing date.

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing cases assigned to the individual calendaring court will be subject to processing under the following time standards:

**TIME STANDARDS**

A challenge under Code of Civil Procedure section 1706 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**CHALLENGE TO ASSIGNED JUDGE**

The Chapter Seven Rules shall have priority over all other local rules to the extent the others are inconsistent.

**PRIORITY OVER OTHER RULES**

The Chapter Seven Rules were effective January 1, 1991. They apply to all general civil cases.

**APPLICATION**

The following cited provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance:

**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3G). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	43	529
Hon. Luis A. Lavin	13	630	Hon. Debra Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Bruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard F. Rien	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Pending Assignment	30	400	Hon. David L. Manning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	other		
Hon. Ronald M. Sohigian	41	417			

**\*Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ JOHN A. CLARKE, Executive Officer Clerk  
By \_\_\_\_\_ Deputy Clerk

## LOS ANGELES SUPERIOR COURT ADR PROGRAMS

### CIVIL

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775 15, California Rules of Court rules 3.850-3.863 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules chapter 12)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules chapter 12)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court rules 3.810-3.830, and Los Angeles Superior Court Rules chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

### FAMILY LAW (non-custody)

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554)

### PROBATE:

- **Mediation**
- **Settlement Conference**

### NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

### COURT ADR PANELS

<b>Party Select Panel</b>	The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
<b>Random Select Panel</b>	The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
<b>Private Neutral</b>	The market rate for private neutrals can range from \$300-\$1,000 per hour

### ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd	1002	Compton, CA 90220	(310)803-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91208	(818)500-3180	(818)548-5470
Long Beach	415 W. Ocean Blvd	318	Long Beach, CA 90802	(562)481-8272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-8019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)358-5685	(626)688-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91768	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)518-8151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-8130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)802-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3 221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR)

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

**What Is ADR:**

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation, neutral evaluation (NE), and settlement conferences are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral" – an impartial person – to decide the case or help the parties reach an agreement.

**Mediation:**

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate**

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate**

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Arbitration:**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate**

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate**

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Neutral Evaluation:**

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate**

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate**

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences:**

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

## **EXHIBIT “B”**

# Volodymyr Bykov



Apartment 53, 49/2 Filatova Street • Odessa 65074 • Ukraine  
E-Mail: vbykov@gmail.com

Date: July 12, 2011

Andres F. Quintana, Esq.  
Quintana Law Group, APC  
26135 Mureau Road, Suite 101  
Calabasas, CA 91302

Dear Mr. Quintana:

I am Volodymyr Bykov. I am currently a citizen of Ukraine and have been since birth. I have recently become a resident of Australia as of September of 2010. I have not ever been to or domiciled in California or Nevada. I intend to remain a citizen of Ukraine for the foreseeable future.

Although I have never been served with any lawsuit filed by Aqua Connect, Inc. (and you and your law firm have not been retained by me in that matter), if any such lawsuit was filed against me in the California state court, I consent to have that lawsuit removed to the appropriate United States District Court in Los Angeles, California.

Sincerely,

Volodymyr Bykov

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

**CV11- 5764 RSWL (MANx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

Western Division  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

Eastern Division  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) Aqua Connect, Inc.		<b>DEFENDANTS</b> Code Rebel, LLC; Arben Kryeziu; and Vladimir Bickov			
<b>(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)</b>  Michael K. Hagermann (SBN: 264570) 1801 Century Park East, Suite 2400 Century City, CA 90067 (310) 499-4695		Attorneys (If Known)  Andres F. Quintana (SBN: 190525) 26135 Mureau Road, Suite 101 Calabasas, CA 91302 (818) 914-2100			
<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.)			
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State		
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State		
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input checked="" type="checkbox"/> 3 Foreign Nation		
<b>IV. ORIGIN</b> (Place an X in one box only.)		<b>PTF DEF PTF DEF</b>			
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)		<b>CLASS ACTION under F.R.C.P. 23:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>MONEY DEMANDED IN COMPLAINT:</b> \$ 10,000,000.00			
<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)					
<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)					
<b>OTHER STATUTES</b>	<b>CONTRACT</b>	<b>TORTS</b>	<b>TORTS</b>	<b>PRISONER PETITIONS</b>	<b>LABOR</b>
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Emp. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE / PENALTY</b>	<b>PROPERTY RIGHTS</b>
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395f)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 891 Agricultural Act	<b>REAL PROPERTY</b>	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<b>IMMIGRATION</b>	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee			<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				

LACV11-5764

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
 If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case?  No  Yes  
 If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: <sup>*</sup> Los Angeles	California County outside of this District; State, if other than California; or Foreign Country
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- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: Code Rebel, LLC, Hawaii; Arben Kryeziu, Hawaii; Vladimir Bickov, Australia	California County outside of this District; State, if other than California; or Foreign Country
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- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: Los Angeles,	California County outside of this District; State, if other than California; or Foreign Country Hawaii
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\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):   
 Date July 13, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))